

254 IPLUGGER

Terms of Use

1. Eligibility.

Use of the 254 iPlugger Services and registration to be a Member for the 254 iPlugger Services (“Membership”) is void where prohibited. By using the 254 iPlugger Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the 254 iPlugger Services does not violate any Applicable Law.

Radio- and TV stations, including, but not limited to, digital, local, regional, national, internet and pirate stations (hereafter referred to as “Airplay Media”) are granted or denied access to the 254 iPlugger Services based on their provided registration information. Content of 254 iPlugger may only be used for the purpose of airplay. Any other use of content provided by 254 iPlugger is subject to approval of its respective owner(s).

254 iPlugger can deny an Airplay Media visitor access without 254 iPlugger having to state or

justify our reasons. Previously granted access to Airplay Media members can be denied if (a) the provided registration information is untruthful and inaccurate; (b) our content is used for unintended purposes, such as, but not limited to, providing our content to online and/or offline Points of Sale.

2. Term.

This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the 254 iPlugger Services or are a Member. You may terminate your Membership at any time, for any reason. 254 iPlugger expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the 254 iPlugger Services if 254 iPlugger determines, in its sole discretion, that you

have violated this Agreement or pose a threat to 254 iPlugger, its employees, business partners, Users and/or the public. Even after Membership is terminated, this Agreement will remain in effect.

3. Password.

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, email address or password of another Member at any time or to disclose your password to any third party. You agree to notify 254 iPlugger immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

4. Use by Members.

The 254 iPlugger Services can only be used for promotional purposes. 254 iPlugger reserves the right to remove content in its sole discretion. Illegal and/or unauthorized use of the 254 iPlugger Services, including, without limitation, collecting usernames, user id numbers, and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the 254 iPlugger Services, or employing third party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized data collection or solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. 254 iPlugger reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the 254 iPlugger Services.

5. Proprietary Rights in Content on 254 iPlugger.

254 iPlugger does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you transmit, submit, display or publish on, through or in connection with the 254 iPlugger Services. After posting your Content on, through or in connection with the 254 iPlugger Services, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By posting any Content on, through or in connection with the 254 iPlugger Services, you hereby grant to 254 iPlugger a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content solely on, through or in connection with the 254 iPlugger Services, including, without limitation, through the 254 iPlugger Services to applications, widgets, websites or mobile, desktop or other services which are linked with your 254 iPlugger account (collectively, "Linked Services"), including, without limitation, distributing part or all of the 254 iPlugger Services and any Content included therein, in any media formats

and through any media channels. This limited license does not grant 254 iPlugger the right to sell or otherwise distribute your Content outside of the The 254 iPlugger Services. After you remove your Content from the 254 iPlugger Services we will cease distribution as soon as practicable, and at such time when distribution ceases, the license will terminate. Notwithstanding, you understand and agree that once Content is distributed to a Linked Service or incorporated into other aspects of the 254 iPlugger Services, 254 iPlugger is under no obligation to delete or ask other Users or a Linked Service to delete that Content, and therefore it may continue to appear and be used indefinitely.

The license you grant to 254 iPlugger is non-exclusive (meaning you are free to license your Content to anyone else in addition to 254 iPlugger), fully-paid and royalty-free (meaning that 254 iPlugger is not required to pay you or anyone else deriving rights from you, this includes, but is not limited to, labels, sublabels, content owners, publisher, copyright organizations and music right organizations, for the use on the 254 iPlugger Services of the Content that you post), sublicensable (so that 254 iPlugger is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the 254 iPlugger Services), and worldwide (because the Internet and the 254 iPlugger Services are global in reach). Airplay media members are responsible, determined by applicable law in their country, for payment to music rights organizations for their right to broadcast music.

6. Content Posted.

Please choose carefully the information that you post on, through or in connection with the 254 iPlugger Services and that you provide to other Users. Your 254 iPlugger profile may not include any form of Prohibited Content, as outlined in Section 8 below. Despite this prohibition, information, materials, products or services provided by other 254 iPlugger Members (for instance, in their profiles) or Linked Services may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and 254 iPlugger assumes no responsibility or liability for this material. If you become aware of misuse of the 254 iPlugger Services by any person or Linked Service, please notify 254 iPlugger

of this violation by contacting us via e-mail.

a. 254 iPlugger may reject, refuse to post or delete any Content for any or no reason, including, but not limited to, Content that in the sole judgment of 254 iPlugger violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. 254 iPlugger assumes no responsibility for monitoring the 254 iPlugger Services for inappropriate Content or conduct. If at any time 254 iPlugger chooses, in its sole discretion, to

monitor the 254 iPlugger Services, 254 iPlugger nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content. b. You are solely responsible for the Content that you post on, through or in connection with any of the 254 iPlugger Services, and any material or information that you transmit to others.

7. Disclaimers.

254 iPlugger is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted through or in connection with the 254 iPlugger Services, by Users of the 254 iPlugger Services. In addition, 254 iPlugger is not responsible for any damage, injury or loss caused by Users of the 254 iPlugger Services or by any of the equipment or programming associated with or utilized in the 254 iPlugger Services. Profiles and Linked Services created by Members, though or in connection with the 254 iPlugger Services may contain links to other websites or services. 254 iPlugger is not responsible for the Content, accuracy or opinions expressed on such websites and services, and such websites and services are not necessarily investigated, monitored or checked for accuracy or completeness by 254 iPlugger. Inclusion of any linked website or service on the 254 iPlugger Services does not imply approval or endorsement of the linked website or service by 254 iPlugger. When you access these third party sites and services, you do so at your own risk. 254 iPlugger takes no responsibility for third party advertisements or Linked Services that are posted on, through or in connection with the 254 iPlugger Services, nor does it take any responsibility for the goods or services provided by these third parties. 254 iPlugger is not responsible for the conduct, whether online or offline, of any User of the 254 iPlugger Services. 254 iPlugger assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. 254 iPlugger is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the 254 iPlugger Services or combination thereof, including, without limitation, any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the 254 iPlugger Services. Under no circumstances shall 254 iPlugger be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from use of the 254 iPlugger Services, attendance at a 254 iPlugger event, from any User Content posted on or through the 254 iPlugger Services, or from the conduct of any Users of the 254 iPlugger Services, whether online or offline. The 254 iPlugger Services are provided "AS-IS" and as available and 254 iPlugger expressly

disclaims any warranty of fitness for a particular purpose or non-infringement. 254 iPlugger cannot guarantee and does not promise any specific results from use of the 254 iPlugger Services.

Other

This Agreement is accepted upon your use of the 254 iPlugger Website or any of the 254 iPlugger Services and is further affirmed by you becoming a Member. Your agreement with 254 iPlugger will always include this Agreement at a minimum. Your access and use of certain 254 iPlugger Services may require you to accept additional terms and conditions applicable to such certain 254 iPlugger Services, in addition to this Agreement, and may require you to download Software or Content. The failure of 254 iPlugger to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions with 254 iPlugger will always include this Agreement at a minimum. Your access and use of

certain 254 iPlugger Services may require you to accept additional terms and conditions applicable to such certain 254 iPlugger Services, in addition to this Agreement, and may require you to download Software or Content. The failure of 254 iPlugger to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.